

State: Arkansas **Filing Company:** Massachusetts Mutual Life Insurance Company
TOI/Sub-TOI: A05I Individual Annuities- Immediate Non-Variable/A05I.000 Annuities - Immediate Non-variable
Product Name: RetireEase - WBR 2012
Project Name/Number: RetireEase - WBR 2012/RetireEase - WBR 2012

Filing at a Glance

Company:	Massachusetts Mutual Life Insurance Company
Product Name:	RetireEase - WBR 2012
State:	Arkansas
TOI:	A05I Individual Annuities- Immediate Non-Variable
Sub-TOI:	A05I.000 Annuities - Immediate Non-variable
Filing Type:	Form
Date Submitted:	09/26/2012
SERFF Tr Num:	MASS-128675921
SERFF Status:	Closed-Approved-Closed
State Tr Num:	
State Status:	Approved-Closed
Co Tr Num:	RETIREEEASE - WBR 2012
Implementation	On Approval
Date Requested:	
Author(s):	Diane Decoteau, Mary Ellen Smith, Sharon Wheeler, Amie Clark
Reviewer(s):	Linda Bird (primary)
Disposition Date:	10/02/2012
Disposition Status:	Approved-Closed
Implementation Date:	
State Filing Description:	

State: Arkansas **Filing Company:** Massachusetts Mutual Life Insurance Company
TOI/Sub-TOI: A05I Individual Annuities- Immediate Non-Variable/A05I.000 Annuities - Immediate Non-variable
Product Name: RetireEase - WBR 2012
Project Name/Number: RetireEase - WBR 2012/RetireEase - WBR 2012

General Information

Project Name: RetireEase - WBR 2012 Status of Filing in Domicile: Pending
Project Number: RetireEase - WBR 2012 Date Approved in Domicile:
Requested Filing Mode: Review & Approval Domicile Status Comments:
Explanation for Combination/Other: Market Type: Individual
Submission Type: New Submission Individual Market Type:
Overall Rate Impact: Filing Status Changed: 10/02/2012
State Status Changed: 10/02/2012
Deemer Date: Created By: Diane Decoteau
Submitted By: Diane Decoteau Corresponding Filing Tracking Number:

Filing Description:

RE: Massachusetts Mutual Life Insurance Company NAIC #65935; Group #435; TIN #04-1590850
Description of Variable Provisions for Form #SPIA-SCH-RE.1

The captioned Description of Variable Provisions form is being submitted for your approval. This form is for use with Contract Schedule form #SPIA-SCH-RE.1 which was previously approved by your Department on May 30, 2006, and which is for use with our Immediate Annuity Contract form #SPIA05 previously approved on January 5, 2006.

The purpose of this filing is to indicate in the Description of Variable Provisions that the criteria for the availability of the Withdrawal Benefit also includes that the Purchase Payment, in aggregate, must be less than \$10,000,000. This is in addition to the previous requirement that the Withdrawal Benefit is only available for period certain or life with period certain.

If you have any questions regarding this filing, please call me at 1-800-234-5606, ext. 24867 or my associate, Amie Clark at ext. 24866. We would appreciate approval of this filing at your earliest convenience.

Company and Contact

Filing Contact Information

Diane Decoteau, Ddecoteau@MassMutual.com
1295 State Street 800-234-5606 [Phone] 24867 [Ext]
M258
Springfield, MA 01111-0001

Filing Company Information

Massachusetts Mutual Life Insurance Company	CoCode: 65935	State of Domicile:
1295 State Street	Group Code: 435	Massachusetts
MIP: M381	Group Name:	Company Type:
Springfield, MA 01111	FEIN Number: 04-1590850	State ID Number:
(800) 767-1000 ext. [Phone]		

Filing Fees

Fee Required? Yes
Fee Amount: \$75.00

State: Arkansas **Filing Company:** Massachusetts Mutual Life Insurance Company
TOI/Sub-TOI: A05I Individual Annuities- Immediate Non-Variable/A05I.000 Annuities - Immediate Non-variable
Product Name: RetireEase - WBR 2012
Project Name/Number: RetireEase - WBR 2012/RetireEase - WBR 2012

Retaliatory? Yes

Fee Explanation: The filing fee in our state of domicile is \$75.00 per form, which is greater than AR's fee.

Per Company: No

Company	Amount	Date Processed	Transaction #
Massachusetts Mutual Life Insurance Company	\$75.00	09/26/2012	63086580

SERFF Tracking #:	MASS-128675921	State Tracking #:	Company Tracking #:	RETIREEASE - WBR 2012
State:	Arkansas	Filing Company:	Massachusetts Mutual Life Insurance Company	
TOI/Sub-TOI:	A05I Individual Annuities- Immediate Non-Variable/A05I.000 Annuities - Immediate Non-variable			
Product Name:	RetireEase - WBR 2012			
Project Name/Number:	RetireEase - WBR 2012/RetireEase - WBR 2012			

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	10/02/2012	10/02/2012

State:	Arkansas	Filing Company:	Massachusetts Mutual Life Insurance Company
TOI/Sub-TOI:	A05I Individual Annuities- Immediate Non-Variable/A05I.000 Annuities - Immediate Non-variable		
Product Name:	RetireEase - WBR 2012		
Project Name/Number:	RetireEase - WBR 2012/RetireEase - WBR 2012		

Disposition

Disposition Date: 10/02/2012

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		No
Supporting Document	Application		No
Supporting Document	Life & Annuity - Acturial Memo		No
Supporting Document	Description of Variable Provisions in the SPIA-SCH-RE.1 Contract Schedule		Yes

State:	Arkansas	Filing Company:	Massachusetts Mutual Life Insurance Company
TOI/Sub-TOI:	A05I Individual Annuities- Immediate Non-Variable/A05I.000 Annuities - Immediate Non-variable		
Product Name:	RetireEase - WBR 2012		
Project Name/Number:	RetireEase - WBR 2012/RetireEase - WBR 2012		

Supporting Document Schedules

		Item Status:	Status Date:
Satisfied - Item:	Description of Variable Provisions in the SPIA-SCH-RE.1 Contract Schedule		
Comments:	Attached please find the Description of Variable Provisions for the SPIA-SCH-RE.1 Contract Schedule.		
Attachment(s):			
SPIA-SCH-RE.1 Description of Variables GENERIC 09-2012.pdf			

Massachusetts Mutual Life Insurance Company

Description of Variable Provisions in the SPIA-SCH-RE.1 Contract Schedule for use with Individual Single Premium Immediate Fixed Annuity Contract SPIA05

September 2012

The material that is bracketed in the Contract Schedule is intended to be illustrative and variable, and may be modified on a non-discriminatory basis. Below is a brief explanation of the key variable sections. We have duplicated the bracketing in the right-hand column only as a means of identification of variable material in the source document, not to denote variability within this document.

Provision with Brackets	Description
PRODUCT (Contract Schedule - Page 3A)	<i>At the top of page 4A of the SPIA-SCH-RE.1 Contract Schedule, the product name is displayed within brackets to allow for future revision.</i>
Contract Owner Specific Information (Contract Schedule - Page 3A)	<i>There are ten items which will detail contract specific information (i.e. Contract Number, Issue Date, Contract Schedule Date, First Annuity Payment Date, Owner Name, Joint Owner Name, Annuitant Name, Annuitant Age and Sex, Joint Annuitant Name and Joint Annuitant Age and Sex). We have completed these fields with "John Doe" information.</i> <i>The bracketed items will allow us to capture Contract Owner specific information.</i>
PURCHASE PAYMENT (Contract Schedule - Page 3A)	Purchase Payment: <i>"[\$30,000.00]"</i> <i>The actual amount received will be displayed.</i> Minimum and Maximum Purchase Payment: <i>"The minimum Purchase Payment We will accept is [\$10,000]."</i> Range Information: Minimum is \$500 Maximum is \$50,000 <i>"The maximum Purchase Payment We will accept is [\$1,500,000] for Annuitant(s) up to and including Age [75] on the Issue Date;"</i> Range Information for payment: Minimum is \$ 500,000 Maximum is \$5,000,000 Range Information for age: Minimum is 60 Maximum is 80 <i>"the maximum Purchase Payment We will accept is [\$500,000] for Annuitant(s) Age [76] or older on the Issue Date, or for any non-natural Owner."</i> Range Information for payment: Minimum is \$ 250,000 Maximum is \$3,000,000

<p>ANNUITY (Contract Schedule - Page 3B)</p>	<p>Range Information for age: Minimum is 60 Maximum is 80</p> <p>The bracketed items may be changed on a non-discriminatory basis for future issues within the ranges provided.</p> <p>Annuity Option: <i>One of the following options will be displayed on the Contract Schedule based on the Annuity Option selected upon application.</i></p> <p><i>For those options with a period certain, the number of years which can be selected ranges from a minimum of 5 to a maximum of 50. (For selection of years 30-50 for a period certain, Company approval is required.) This range is bracketed within each applicable option description below.</i></p> <p><i>For those options with a reducing amount, the percentage of the reduction which can be selected is either 1/2, 2/3 or 3/4. These three choices are bracketed within each applicable option description below.</i></p> <p>1. Single Life Annuity - No Refund <i>[You have chosen a Single Life Annuity with No Refund. We will make the Annuity Payments for the life of the Annuitant beginning on the First Annuity Payment Date. Annuity Payments cease upon the death of the Annuitant.]</i></p> <p>2. Single Life Annuity - Installment Refund <i>[You have chosen a Single Life Annuity with Installment Refund. We will make the Annuity Payments for the life of the Annuitant beginning on the First Annuity Payment Date. Annuity Payments cease upon the death of the Annuitant, subject to the Installment Refund guarantee.</i></p> <p><i>The Installment Refund guarantees that Annuity Payments will continue to be paid upon the death of the Annuitant at the same frequency then in effect until the total Annuity Payments made under this Contract equal the Purchase Payment.]</i></p> <p>3. Single Life Annuity - Cash Refund <i>[You have chosen a Single Life Annuity with Cash Refund. We will make the Annuity Payments for the life of the Annuitant beginning on the First Annuity Payment Date. Annuity Payments cease upon the death of the Annuitant, subject to the Cash Refund guarantee.</i></p> <p><i>The Cash Refund guarantees that if the total of all Annuity Payments made is less than the Purchase Payment, the Beneficiary(ies) will receive, in a lump sum, the difference between the Purchase Payment and the sum of the previously paid Annuity Payments.]</i></p> <p>4. Single Life Annuity - Period Certain for [5 – 50] Years <i>[You have chosen a Single Life Annuity with a Period Certain</i></p>
---	---

for [5 – 50] Years. We will make the Annuity Payments for the life of the Annuitant, beginning on the First Annuity Payment Date. Annuity Payments cease upon the death of the Annuitant, subject to the Period Certain guarantee.

The Period Certain guarantees that if the Annuitant dies before the end of the Period Certain, Annuity Payments will continue to be paid at the same frequency then in effect, until the end of the Period Certain.]

5. Joint and Survivor Life Annuity - No Refund

[You have chosen a Joint and Survivor Life Annuity with No Refund. We will make the Annuity Payments for the life of the Annuitant and Joint Annuitant beginning on the First Annuity Payment Date. If the Joint Annuitant dies, Annuity Payments will continue to be paid for the life of the Annuitant. If the Annuitant dies, Annuity Payments will continue to be paid for the life of the Joint Annuitant. Annuity Payments cease upon the death of both Annuitants.]

6. Joint and Survivor Life Annuity - Installment Refund

[You have chosen a Joint and Survivor Life Annuity with Installment Refund. We will make the Annuity Payments for the life of the Annuitant and Joint Annuitant beginning on the First Annuity Payment Date. If the Joint Annuitant dies, Annuity Payments will continue to be paid for the life of the Annuitant. If the Annuitant dies, Annuity Payments will continue to be paid for the life of the Joint Annuitant. Annuity Payments cease upon the death of both Annuitants, subject to the Installment Refund guarantee.]

The Installment Refund guarantees that Annuity payments will continue to be paid upon the death of both Annuitants at the same frequency then in effect, until the total Annuity Payments made under this Contract equal the Purchase Payment.]

6.1 Joint and Survivor Life Annuity - Cash Refund

[You have chosen a Joint and Survivor Life Annuity with Cash Refund. We will make the Annuity Payments for the life of the Annuitant and Joint Annuitant beginning on the First Annuity Payment Date. If the Joint Annuitant dies, Annuity Payments will continue to be paid for the life of the Annuitant. If the Annuitant dies, Annuity Payments will continue to be paid for the life of the Joint Annuitant. Annuity Payments cease upon the death of both Annuitants, subject to the Cash Refund guarantee.]

The Cash Refund guarantees that if the total of all Annuity Payments made is less than the Purchase Payment, the Beneficiary(ies) will receive, in a lump sum, the difference between the Purchase Payment and the sum of the previously paid Annuity Payments.]

7. Joint and Survivor Life Annuity - Period Certain for [5–50] Years

[You have chosen a Joint and Survivor Life Annuity with a Period Certain for [5–50] Years. We will make the Annuity Payments for the life of the Annuitant and Joint Annuitant beginning on the First Annuity Payment Date. If the Joint Annuitant dies, Annuity Payments will continue to be paid for the life of the Annuitant. If the Annuitant dies, Annuity Payments will continue to be paid for the life of the Joint Annuitant. Annuity Payments cease upon the death of both Annuitants, subject to the Period Certain guarantee.]

The Period Certain guarantees that if both Annuitants die before the end of the Period Certain, Annuity Payments will continue to be paid at the same frequency then in effect until the end of the Period Certain.]

8. Joint and Survivor Life Annuity Reducing [To 1/2 2/3 3/4] at Death of the Annuitant - No Refund

[You have chosen a Joint and Survivor Life Annuity Reducing to [1/2 2/3 3/4] at the Death of the Annuitant with No Refund. We will make the Annuity Payments for the life of the Annuitant and Joint Annuitant beginning on the First Annuity Payment Date. If the Joint Annuitant dies, Annuity Payments will continue to be paid for the life of the Annuitant. If the Annuitant dies, Annuity Payments will continue to be paid at the reduced Annuity Payment amount shown above for the life of the Joint Annuitant. Annuity Payments cease upon the death of both Annuitants.]

9. Joint and Survivor Life Annuity Reducing [To 1/2 2/3 3/4] at Death of the Annuitant - Installment Refund

[You have chosen a Joint and Survivor Life Annuity Reducing to [1/2 2/3 3/4] at the Death of the Annuitant with Installment Refund. We will make the Annuity Payments for the life of the Annuitant and Joint Annuitant beginning on the First Annuity Payment Date. If the Joint Annuitant dies, Annuity Payments will continue to be paid for the life of the Annuitant. If the Annuitant dies, Annuity Payments will continue to be paid at the reduced Annuity Payment amount shown above for the life of the Joint Annuitant, subject to the Installment Refund guarantee.]

The Installment Refund guarantees that Annuity Payments will continue to be paid upon the death of both Annuitants at the same frequency then in effect. No Annuity Payment reduction will occur until after the total Annuity Payments made under this Contract equal the Purchase Payment.]

10. Joint and Survivor Life Annuity Reducing [to 1/2 2/3 3/4] at Death of the Annuitant - Period Certain for [5–50]

[You have chosen a Joint and Survivor Life Annuity Reducing

[to 1/2 2/3 3/4] at the Death of the Annuitant with a Period Certain for [5-50] Years. We will make the Annuity Payments for the life of the Annuitant and Joint Annuitant beginning on the First Annuity Payment Date. If the Joint Annuitant dies, Annuity Payments will continue to be paid for the life of the Annuitant. If the Annuitant dies, Annuity Payments will be paid at the reduced Annuity Payment amount shown above for the life of the Joint Annuitant, subject to the Period Certain guarantee.

The Period Certain guarantees that Annuity Payments will continue to be paid upon the death of both Annuitants at the same frequency then in effect, until the end of the Period Certain. No Annuity Payment reduction will occur until after the end of the Period Certain.]

11. Joint and Survivor Life Annuity Reducing [to 1/2 2/3 3/4] at Death of Either Annuitant - No Refund

[You have chosen a Joint and Survivor Life Annuity Reducing [to 1/2 2/3 3/4] at the Death of Either Annuitant with No Refund. We will make the Annuity Payments for the life of the Annuitant and Joint Annuitant beginning on the First Annuity Payment Date. At the death of either Annuitant, Annuity Payments will continue to be paid at the reduced Annuity Payment amount shown above for the life of the surviving Annuitant. Annuity Payments cease upon the death of both Annuitants.]

12. Joint and Survivor Life Annuity Reducing [to 1/2 2/3 3/4] at Death of Either Annuitant - Installment Refund

[You have chosen a Joint and Survivor Life Annuity Reducing [to 1/2 2/3 3/4] at Death of Either Annuitant - Installment Refund. We will make the Annuity Payments for the life of the Annuitant and Joint Annuitant beginning on the First Annuity Payment Date. At the death of either Annuitant, Annuity Payments will continue to be paid at the reduced Annuity Payment amount shown above for the life of the surviving Annuitant, subject to the Installment Refund guarantee.

The Installment Refund guarantees that Annuity Payments will continue to be paid upon the death of both Annuitants at the same frequency then in effect until after the total Annuity Payments made under this Contract equal the Purchase Payment.]

13. Joint and Survivor Life Annuity Reducing [to 1/2 2/3 3/4] at Death of Either Annuitant - Period Certain for [5-50] Years

[You have chosen a Joint and Survivor Life Annuity Reducing [to 1/2 2/3 3/4] at the Death of Either Annuitant with Period Certain for [5 - 50] Years. We will make the Annuity Payments for the life of the Annuitant and Joint Annuitant

beginning on the First Annuity Payment Date. At the death of either Annuitant, Annuity Payments will continue to be paid at the reduced Annuity Payment amount shown above for the life of the surviving Annuitant, subject to the Period Certain guarantee.

The Period Certain guarantees that Annuity Payments will continue to be paid upon the death of both Annuitants at the same frequency then in effect until the end of the Period Certain. No Annuity Payment reduction will occur until after the end of the Period Certain.]

14. Period Certain Annuity for [5 – 50] Years [and 1 – 11 months]

[You have selected a Period Certain Annuity for [5 – 50] Years [and 1 – 11 months]. We will make the Annuity Payments for the Guaranteed Period beginning on the First Annuity Payment Date. Annuity Payments cease at the end of the Period Certain. If the Annuitant dies before the end of the Period Certain, Annuity Payments will continue to be paid to the Beneficiary(s) until the end of the Period Certain.

Optional MassMutual Inflation ProtectorSM Benefit. *In addition, an Inflation Protector benefit may also be elected at time of application. This benefit is available if a Cash Refund annuity is selected, but is not available if an Installment Refund annuity is selected. If this benefit is chosen, the applicable Annuity Options above would be modified by adding the words ["and with MassMutual Inflation ProtectorSM at [X.XX%"] at the end of the option title. The following paragraph would also be added at the end of each option:*

[“MassMutual Inflation ProtectorSM guarantees that on each anniversary of the First Annuity Payment Date, We will increase the Fixed Annuity Payment then in effect by the following Fixed Annuity Payment Increase Adjustment: [1.00% 2.00% 3.00% 4.00%] [compound] [simple] interest on the Fixed Annuity Payment.”]

The initial Fixed Annuity Payment Increase Adjustment will be calculated at [compound] interest. We reserve the right, based upon future market and economic conditions, to calculate at [simple] interest for future issues on a non-discriminatory basis.

The initial percentage adjustment rates of interest to be offered are [1.00% 2.00% 3.00% 4.00%] at time of application. The range information is as follows:

**Range Information: Minimum is 1.00%
Maximum is 10.00%**

The following two bracketed items will allow us to capture Owner specific information.

Initial Fixed Annuity Payment: [\$2,000.00]

	<p>Frequency of Annuity Payments: <i>[Monthly]</i></p> <p>Minimum Allowable Fixed and Variable Annuity Payment: <i>[\$100]</i></p> <p>Range Information: Minimum is \$100 Maximum is \$200</p> <p>Optional Underwritten Annuity Section. <i>This underwriting feature will be available for contracts with a life contingency and a Purchase Payment of more than [\$1,000,000].</i></p> <p>Range Information: Minimum is \$0 Maximum is \$2,000,000</p> <p><i>If this feature is utilized, the following language will display on the Contract Schedule along with the specific Annuitant information:</i></p> <p>["Underwritten Annuity: <i>This Contract has been issued with special rates based on the information provided by You during the application and underwriting process, and the amount of Purchase Payment applied. The Annuity Payments have been adjusted accordingly to reflect the special rates provided by Us.</i></p> <p>[Annuitant Rated Age:] [80] [Joint Annuitant Rated Age:] [80]"</p>
<p>WITHDRAWALS - OPTIONAL SECTION (Contract Schedule - Page 3B)</p>	<p><i>If the Annuity Option selected at application is a period certain or life with period certain and the Purchase Payment is less than \$10,000,000, a Withdrawal Benefit will be available as detailed in the Fixed Annuity Withdrawal Benefit Rider, and the following information will display on the Contract Schedule:</i></p> <p>[Withdrawals</p> <p>Minimum Partial Withdrawal Amount: <i>[\$5,000]</i></p> <p>Number of Partial Withdrawals Permitted: <i>[1 per Contract Year after the first Contract Year.]</i></p> <p>Range Information for Amount: Minimum is \$ 2,500 Maximum is \$10,000</p> <p>Range Information for Number Permitted: Minimum is 1 Maximum is 4</p> <p><i>The bracketed items may be changed on a non-discriminatory basis for future issues within the ranges provided. For purposes of determining the availability of the Withdrawal Benefit, the aggregate Purchase Payments across multiple RetireEase contracts owned by the same individual may be considered.</i></p>
<p>COMMUTED VALUE (Contract Schedule - Page 3C)</p>	<p><i>For purposes of determining the present value of Fixed Annuity Payments, the Company establishes a Contract Rate on the Issue Date.</i></p>

	<i>"Contract Rate = [4.50%]. This rate is established by Us on the Issue Date."</i>
RIDERS (Contract Schedule - Page 3D)	<i>This section will display the rider name(s) as applicable.</i>
ANNUITY SERVICE CENTER: (Contract Schedule - Page 3D)	<i>This will allow for address and telephone number changes of the Annuity Service Center.</i>